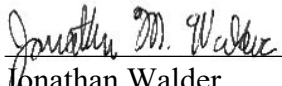


EXHIBIT B

I, Jonathan Walder, Esquire, hereby certify that, to the best of my knowledge, the following extracts from the 777 Partners LLC, SuttonPark Acquisition LLC, MTCP LLC, and JARM Capital LLC operating agreements are true and correct copies of the operating agreements governing each entity as of today's date.

Signature: _____
Jonathan Walder

Place of Business: 777 Partners LLC

Address: 600 Brickell Avenue, 19th Floor, Miami, FL 33131

Telephone Number: 305-921-2853

Date: 04/19/2023

Bar Number: 4788352, New York

EXECUTION VERSION

**FOURTH AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
777 PARTNERS LLC
(a Delaware limited liability company)**


September 10, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective authorized officers as of the day and year first above written.

MEMBERS:


SPA Member:

SUTTONPARK ACQUISITION LLC


By: 
Name: Joshua Wander
Title: Manager

Investor Members:

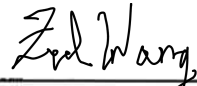
1221 CAPITAL LLC

By: 
Name:
Title:

WBJP PARTNERS LLC

By: 
Name: Brian T Murphy
Title: CVO


HARBORSIDE HOLDING CORP LLC-EQUITY

By: 
Name: Fred Wang
Title: Authorized Signatory

Management Co Member:

777 PARTNERS MANAGEMENT LLC

By: SUTTONPARK AQUISITION LLC, its manager

By: 
Name: Joshua Wander
Title: Manager

Signature Page to the Fourth
Amended and Restated
LLC Agreement of
777 Partners LLC

COMPANY:

777 PARTNERS LLC

By: 

Name: Joshua Wander

Title: Co-Managing Partner

SCHEDULE A

Name, Mailing Address and Email Address of Member	Membership Interest	Capital Contributions
SuttonPark Acquisition LLC 600 Brickell Avenue 19th Floor Miami, Florida 33131 Attention: Josh Wander Email: jwander@777part.com	100.0%	
777 Partners Management LLC c/o SuttonPark Acquisition LLC 600 Brickell Avenue 19th Floor Miami, Florida 33131 Attention: Josh Wander Email: jwander@777part.com	0.0% ¹	

* Updated to reflect the Transfer of Membership Interests pursuant to Section 16.05(b) following approval of Board at a special meeting held on November 16, 2022

¹ Interests assigned to 777 Partners Management will reduce all members on a ratable basis.

EXECUTION VERSION

**FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SUTTONPARK ACQUISITION LLC**

This First Amended and Restated Limited Liability Company Agreement (this "**Agreement**") of SuttonPark Acquisition LLC (the "Company"), dated as of December 6, 2018, is entered into by and between the members set forth on Schedule A attached hereto (collectively, the "**Members**").

WHEREAS, the Company was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on July 1, 2015 pursuant to and in accordance with the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Section 18-101 et seq., as amended from time to time (the "**Act**").

The Company is currently governed by the Limited Liability Company Agreement of the Company dated September 10, 2015 ("**Original Agreement**").

All of the Members desire to amend and restate the Original Agreement in its entirety as set forth herein.

NOW THEREFORE, the Members hereby agree as follows:

1. **Name.** The name of the Company is SuttonPark Acquisition LLC.
2. **Term.** The term of the Company shall be unlimited unless dissolved before such date in accordance with the Act.
3. **Purpose.** The Company is formed for the purpose of engaging in any lawful act or activity for which a limited liability company may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
4. **Office; Registered Agent.** The Company shall maintain a registered office in Delaware at, and the name and address of the Company's registered agent in Delaware is, The Corporation Service Company, Corporation Trust Center, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The business address of the Company shall be 600 Brickell Avenue, 19th Floor, Miami, Florida 33131, or such other place as the Members shall from time to time determine.
5. **Members.** The names and percentage interests in the ownership of the Company (the "**Percentage Interests**") of the Members are set forth on Schedule A attached hereto.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

MTCP LLC

DocuSigned by:
Steven W. Pasko
By: DF9B492F396A415...
Name: Steven W. Pasko
Title: Manager

JARM CAPITAL LLC

DocuSigned by:
JOSHUA WANDER
By: EC768EC305214A8...
Name: Joshua Wander
Title: Manager

SCHEDULE A

<u>Name and Address of Member</u>	<u>Percentage Interests</u>
MTCP LLC	25.93201%
JARM CAPITAL LLC	74.06799%
Total	100%

EXECUTION VERSION

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MTCP LLC**

Dated as of May 2, 2019

This Amended and Restated Limited Liability Company Agreement (this “**Agreement**”) of MTCP LLC (the “**Company**”) is entered into by Steven W. Pasko, as the sole member (the “**Sole Member**”) of the Company.

The Company was formed on August 25, 2015 as “MTCP Capital LLC.” On May 2, 2019, a name change to “MTCP LLC” was effected by the filing of an Articles of Amendment to Articles of Organization with the Division of Corporations of the Secretary of State of the State of Florida (the “**Name Change**”).

All of the membership interests in the Company are owned by the Sole Member, and the Sole Member desires to enter into this Agreement to reflect the Name Change, to set forth the rights, preferences and privileges of the Sole Member and to set forth the principles by which the Company will be operated and governed in carrying on its business.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

THE AGREEMENT

1. FORMATION.

The Sole Member intends to continue the Company as a limited liability company under and pursuant to the provisions of the Florida Limited Liability Company Act (as amended from time to time, the “**Act**”), and the Sole Member intends that this Agreement (a) shall constitute the “operating agreement” of the Company within the meaning of Section 605.0102(45) of the Act, (b) shall be effective as of the date hereof, and (c) shall govern the rights, duties and obligations of the Sole Member and any other person admitted as a member of the Company after the date hereof, except as otherwise expressly required by the Act. The term of the Company commenced on the filing of its certificate of formation, and shall continue perpetually until a certificate of cancellation with respect to such certificate of formation shall be filed and effective, and the Company is dissolved in accordance with this Agreement or the Act.

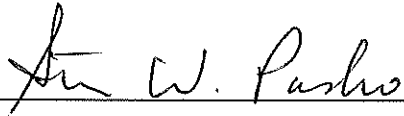
2. NAME; PLACE OF BUSINESS; REGISTERED OFFICE AND AGENT.

The Company shall be conducted under the name of “MTCP LLC,” or such other name as the Managers (as defined below) shall hereafter designate. The principal office and place of business of the Company shall be located at 1451 Brickell Avenue, PH 54, Miami, Florida 33131. The Company’s registered office in the State of Florida shall be at the office of its registered agent

IN WITNESS WHEREOF, the Sole Member and the Company have executed this Amended and Restated Limited Liability Company Agreement as of the date first above written.

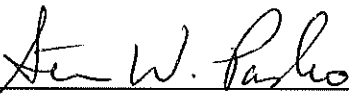
MEMBER:

STEVEN W. PASKO



COMPANY:

MTCP LLC

By: 

Name: Steven W. Pasko

Title: Manager

EXECUTION VERSION

LIMITED LIABILITY COMPANY AGREEMENT
OF
JARM CAPITAL LLC

Dated as of August 25, 2015

This Limited Liability Company Agreement (this “**Agreement**”) of JARM Capital LLC (the “**Company**”) is entered into by Joshua Wander, as the sole member (the “**Sole Member**”) of the Company.

The Company was formed on August 25, 2015.

All of the membership interests in the Company are owned by the Sole Member, and the Sole Member desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

THE AGREEMENT

1. FORMATION.

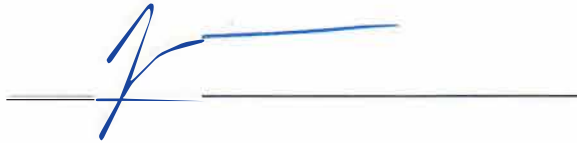
The Sole Member intends to continue the Company as a limited liability company under and pursuant to the provisions of the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, Section 18-101, et. seq. (as amended from time to time, the “**Act**”), and the Sole Member intends that this Agreement (a) shall constitute the “limited liability company agreement” of the Company within the meaning of Section 18-101(7) of the Act, (b) shall be effective as of the date hereof, and (c) shall govern the rights, duties and obligations of the Sole Member and any other person admitted as a member of the Company after the date hereof, except as otherwise expressly required by the Act. The term of the Company commenced on the filing of its certificate of formation, and shall continue perpetually until a certificate of cancellation with respect to such certificate of formation shall be filed and effective, and the Company is dissolved in accordance with this Agreement or the Act.

2. NAME; PLACE OF BUSINESS; REGISTERED OFFICE AND AGENT.


The Company shall be conducted under the name of “JARM Capital LLC,” or such other name as the Managers (as defined below) shall hereafter designate. The principal office and place of business of the Company shall be located at 600 Brickell Avenue, 19th Floor, Miami, Florida 33131. The registered agent for service of process at the registered office of the Company shall be Corporation Service Company, unless the Managers name a different agent for service of process in accordance with the Act. The registered office of the Company shall be located at Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, or such other registered office as the Managers shall determine in accordance with the Act.

IN WITNESS WHEREOF, the Sole Member and the Company have executed this Limited Liability Company Agreement as of the date first above written.

MEMBER: JOSHUA WANDER

A handwritten signature in blue ink, appearing to be 'J. Wander', is written over a horizontal line.

COMPANY: JARM Capital LLC

By: 
Name: Joshua Wander
Title: Manager